

September 11, 2018

Contract 18-158

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: 310 Permit CA-26-18AP
Kumm/Sun River

INITIATED BY: Tracy Kumm, Applicant

PRESENTED BY: Tenlee Atchinson, Cascade Conservation District

ACTION REQUIRED: Approval of Contract 18-158

BACKGROUND:

Application is for a boat dock on the Sun River. Applicant did not realize a permit was required and has submitted in order to come into compliance. The dock is installed and removed each season. The dock is anchored to the streambed with temporary steel posts and is big enough for 2 Jet Skis and a boat. A temporary plank is used to access the dock from the toe of the bank. The bank is undisturbed and remains in its natural state.

EFFECTIVE: September 11, 2018 – September 11, 2023

RECOMMENDATION: Approve Contract 18-158, 310 Permit CA-26-18AP.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-158, 310 Permit CA-26-18AP as an annual plan of operation for the use of a boat dock on the Sun River with the 15-day waiting period waived.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission deny Contract 18-158, 310 Permit CA-26-18AP as an annual plan of operation for the use of a boat dock on the Sun River with the 15-day waiting period waived.

Revised: 6/5/15 (310 form 270). Form may be downloaded from: www.dnrc.mt.gov/licenses-and-permits/stream-permitting

AGENCY USE ONLY: Application # CA-26-18 Date Received 7/30/18
Date Accepted 7/30/18 / Initials A Date Forwarded to DFWP 8/1/18

This space is for all Department of Transportation and SPA 124 permits (government projects).

Project Name _____

Control Number _____

Contract letting date _____

MEPA/NEPA Compliance

☐ Yes

☐ No

If yes, #14 of this application does not apply.

JOINT APPLICATION FOR PROPOSED WORK IN MONTANA'S STREAMS, WETLANDS, FLOODPLAINS, AND OTHER WATER BODIES

Use this form to apply for one or all local, state, or federal permits listed below. The applicant is the responsible party for the project and the point of contact unless otherwise designated. "Information for Applicant" includes agency contacts and instructions for completing this application. To avoid delays, submit all required information, including a project site map and drawings. Incomplete applications will result in the delay of the application process. Other laws may apply.

The applicant is responsible for obtaining all necessary permits and landowner permission before beginning work.

✓	PERMIT	AGENCY	FEE
✓	310 Permit	Local Conservation District	No fee
	SPA 124 Permit	Department of Fish, Wildlife and Parks	No fee
	Floodplain Permit	Local Floodplain Administrator	Varies by city/county (\$25 - \$500+)
	Section 404 Permit, Section 10 Permit	U. S. Army Corps of Engineers	Varies (\$0 - \$100)
	318 Authorization	Department of Environmental Quality	\$250 (318);
	401 Certification		\$400 - \$20,000 (401)
	Navigable Rivers Land Use License, Lease, or Easement	Department of Natural Resources and Conservation, Trust Lands Management Division	\$50, plus additional fee

A. APPLICANT INFORMATION

NAME OF APPLICANT (person responsible for project): Tracy Kumm
Has the landowner consented to this project? ☐ Yes ☐ No
Mailing Address: 710 10th Ave SW Great Falls MT 59404
Physical Address: 710 10th Ave SW Great Falls MT 59404
Day Phone: 406-231-8850 Evening Phone: _____ E-Mail: mtkumms@msn.com

NAME OF LANDOWNER (if different from applicant): _____
Mailing Address: _____
Physical Address: _____
Day Phone: _____ Evening Phone: _____ E-Mail: _____

NAME OF CONTRACTOR/AGENT (if one is used): _____
Mailing Address: _____
Physical Address: _____
Day Phone: _____ Evening Phone: _____ E-Mail: _____

B. PROJECT SITE INFORMATION

NAME OF STREAM or WATER BODY at project location Sun River Nearest Town Great Falls
Address/Location: 710 10th Ave SW Geocode (if available): _____
1/4 _____ 1/4 _____ 1/4 _____, Section _____, Township _____, Range _____ County _____
Longitude _____, Latitude _____

The state owns the beds of certain state navigable waterways. Is this a state navigable waterway? Yes or No.
If yes, send copy of this application to appropriate DNRC land office – see Information for Applicant.

ATTACH A PROJECT SITE MAP OR A SKETCH that includes: 1) the water body where the project will take place, roads, tributaries, landmarks; 2) a circled "X" representing the exact project location. IF NOT CLEARLY STATED ON THE MAP OR SKETCH, PROVIDE WRITTEN DIRECTIONS TO THE SITE.

C. PROJECT INFORMATION

1. **TYPE OF PROJECT** (check all that apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> Bridge/Culvert/Ford Construction | <input type="checkbox"/> Fish Habitat | <input type="checkbox"/> Mining |
| <input type="checkbox"/> Bridge/Culvert/Ford Removal | <input checked="" type="checkbox"/> Recreation (docks, marinas, etc.) | <input type="checkbox"/> Dredging |
| <input type="checkbox"/> Road Construction/Maintenance | <input type="checkbox"/> New Residential Structure | <input type="checkbox"/> Core Drill |
| <input type="checkbox"/> Bank Stabilization/Alteration | <input type="checkbox"/> Manufactured Home | <input type="checkbox"/> Placement of Fill |
| <input type="checkbox"/> Flood Protection | <input type="checkbox"/> Improvement to Existing Structure | <input type="checkbox"/> Diversion Dam |
| <input type="checkbox"/> Channel Alteration | <input type="checkbox"/> Commercial Structure | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> Irrigation Structure | <input type="checkbox"/> Wetland Alteration | <input type="checkbox"/> Pond |
| <input type="checkbox"/> Water Well/Cistern | <input type="checkbox"/> Temporary Construction Access | <input type="checkbox"/> Debris Removal |
| <input type="checkbox"/> Excavation/Pit | <input type="checkbox"/> Other _____ | |

2. **PLAN OR DRAWING** of the proposed project **MUST** be attached. **This plan or drawing must include:**

- a plan view (looking at the project from above)
- dimensions of the project (height, width, depth in feet)
- location of storage or stockpile materials
- drainage facilities
- an arrow indicating north
- a cross section or profile view
- an elevation view
- dimensions and location of fill or excavation sites
- location of existing or proposed structures, such as buildings, utilities, roads, or bridges

3. **IS THIS APPLICATION FOR** an annual maintenance permit? ☐ Yes ☒ No
(If yes, an annual plan of operation must be attached to this application – see "Information for Applicant")

4. **PROPOSED CONSTRUCTION DATE.** Include a project timeline. Start date ____/____/____
Finish date ____/____/____ Is any portion of the work already completed? ☒ Yes ☐ No
(If yes, describe the completed work.)

Docks are in the water

5. **WHAT IS THE PURPOSE** of the proposed project?

Dock - recreation
jet ski docks

6. **PROVIDE A BRIEF DESCRIPTION** of the proposed project.

7. **WHAT IS THE CURRENT CONDITION** of the proposed project site? Describe the existing bank condition, bank slope, height, nearby structures, and wetlands.

8. **PROJECT DIMENSIONS.** How many linear feet of bank will be impacted? How far will the proposed project encroach into and extend away from the water body?

9. **VEGETATION.** Describe the vegetation present on site. How much vegetation will be disturbed or covered with fill material during project installation? (Agencies require that only vegetation necessary to do the work be removed.) Describe the revegetation plan for all disturbed areas of the project site in detail.

10. **MATERIALS.** Describe the materials proposed to be used. Note: This may be modified during the permitting process. It is recommended you do not purchase material until all permits are issued.

Cubic yards/Linear feet

Size and Type

Source

11. **EQUIPMENT.** List all equipment that will be used for construction of the project. How will the equipment be used on the bank and/or in the water? Note: Make sure equipment is clean and free of weeds, weed seeds, and excess grease before using it in the water waterway. To prevent the spread of aquatic invasive species, to the extent practical, remove mud and aquatic plants from heavy machinery and other equipment before moving between waters and work sites, especially in waters known to be infested with aquatic invasive species. Drain water from machinery and let dry before moving to another location.

12. **DESCRIBE PLANNED EFFORTS TO MINIMIZE PROJECT IMPACTS.** Consider the impacts of the proposed project, even if temporary. What efforts will be taken to:

- Minimize erosion, sedimentation, or turbidity?
- Minimize stream channel alterations?
- Minimize effects to stream flow or water quality caused by materials used or removal of ground cover?
- Minimize effects on fish and aquatic habitat?
- Minimize risks of flooding or erosion problems upstream and downstream?
- Minimize vegetation disturbance, protect existing vegetation, and control weeds?

13. **WHAT ARE THE NATURAL RESOURCE BENEFITS** of the proposed project?

14. **LIST ALTERNATIVES** to the proposed project. Why was the proposed alternative selected?

D. ADDITIONAL INFORMATION FOR SECTION 404, SECTION 10, AND FLOODPLAIN PERMITS ONLY.

If applying for a Section 404 or Section 10 permit, fill out questions 1-3. If applying for a floodplain permit, fill out questions 3-6. (Additional information is required for floodplain permits – See “Information for Applicant.”)

1. Will the project involve placement of dredged (excavated) and/or fill material below the ordinary high water mark, in a wetland, or other waters of the US? If yes, what is the surface area to be filled? How many cubic yards of fill material will be used? Note: Wetland delineations are required if wetlands are affected.
2. Description of avoidance, mitigation, and compensation (see Information for Applicant). Attach additional sheets if necessary.
3. List the names and address of landowners adjacent to the project site. This includes properties adjacent to and across from the project site. (Some floodplain communities require certified adjoining landowner lists).

4. List all applicable local, state, and federal permits and indicate whether they were issued, waived, denied, or pending. Note: All required local, state, and federal permits, or proof of waiver must be issued prior to the issuance of a floodplain permit.
5. Floodplain Map Number _____
6. Does this project comply with local planning or zoning regulations? ☐ Yes ☐ No

E. SIGNATURES/AUTHORIZATIONS -- Each agency must have original signatures signed in blue ink.

After completing the form, make the required number of copies and **then sign each copy**. Send the copies with original signatures and additional information required directly to each applicable agency.

The statements contained in this application are true and correct. The applicant possess' the authority to undertake the work described herein or is acting as the duly authorized agent of the landowner. The applicant understands that the granting of a permit does not include landowner permission to access land or construct a project. Inspections of the project site after notice by inspection authorities are hereby authorized.

APPLICANT (Person responsible for project):

Print Name: _____

LANDOWNER:

Print Name: Tracy Kunn

Signature of Applicant

Date

[Signature]
Signature of Landowner

7/24/10
Date

*CONTRACTOR/AGENT:

Print Name: _____

Signature of Contractor/Agent

Date

*Contact agency to determine if contractor signature is required.



September 11, 2018

Contract 18-160

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Department of Administration
Standard Audit Contract - WIPFLi LLP

INITIATED BY: Cascade County Clerk & Recorder

ACTION REQUESTED: Approval of Standard Audit Contract 18-160

PRESENTED BY: Rina Fontana Moore, Cascade County Clerk & Recorder

SYNOPSIS:

The Cascade County Clerk & Records Office seeks to have the auditing contract with WIPFLi LLP approved for the audit period of July 1, 2018 to June 30, 2019. Total Cost: \$49,950.

RECOMMENDATION:

The Cascade County Clerk & Recorder, per this contract requests that the Cascade County Commissioners approve the Contract 18-160 for standard auditing services with WIPFLi LLP.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission approve Contract #18-160 and allow the Cascade County Clerk & Recorder to retain the services of WIPFLi LLP for the audit period of July 1, 2018 to June 30, 2019."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission disapprove Contract #18-160 and not allow the Cascade County Clerk & Recorder to retain the services of WIPFLi LLP for the audit period of July 1, 2018 to June 30, 2019."

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 6th day of August, 2018, by and among

WIPFLi LLP

Certified Public Accountant

("Contractor"),

Cascade County

Governmental Entity

("Entity"),

and the **Montana Department of Administration, Local Government Services, ("State")**, acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):
July 1, 2018 to June 30, 2019.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 49,950 for initial (or sole) audit covering 07 / 01 / 18 to 06 / 30 / 19.

\$ for subsequent audit covering / / to / / .

\$ for subsequent audit covering / / to / / .

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards.

C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:

- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
- (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
- (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
- (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.
- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
 - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;

- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;
 - D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
 7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
 8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
 9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.

10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.
- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;

- c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph 12.A.; and
- d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
- E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:
 - A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and
 - B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
 - A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
 - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
 - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
 - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
 - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.

G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall

retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**

- A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.
- B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

WIPFLi LLP
Firm Name

By: Todd
Authorized Representative

Date: 08/06/2018

Governmental Entity

Cascade County
Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Cascade County

406-454-6731

Telephone:

Address: 325 2nd Avenue North

(Street Address or P.O. Box)

Great Falls, MT 59401

(City/Town)

(Zip Code)

Diane Brien, Accounting Manager dbrien@cascadecountymt.gov

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR):**

WIPFLi LLP

406-727-1798

Telephone:

Address: 614 Park Drive South

(Street Address or P.O. Box)

Great Falls, MT 59405

(City/Town)

(Zip Code)

Todd Timboe, Partner todd.timboe@wipfli.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending

June 30

2019

(and _____).

(Month & Day)

(Year)

(Year)

B. Date to commence audit work:

October 2019

C. Date to submit final audit report

to Entity and State:

March 31, 2020

2. Time and Price for Engagement:

A. Estimated total hours -

465

B. Price for audit personnel

\$49,950

Price for Travel

Price for typing, clerical

and report preparation

Total price for this

engagement

\$49,950

3. The reporting entity contains the following discretely presented component units: None

4. Date Annual Financial Report or a trial balance will be available: _____
5. Number of copies of audit report Contractor will provide to Entity: 15
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

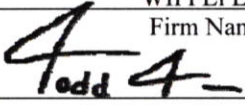
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☒ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

WIPFLi LLP
Firm Name
By: 
Authorized Representative

Date: 08/06/2018

Governmental Entity

Cascade County
Entity Name
By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

September 11, 2018

Contract 18-161

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-161**
 Certificate of Substantial Completion
 Cascade County Courthouse Roof Replacement

ACTION REQUESTED: **Approval of Contract 18-161**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**
 On behalf of Public Works

SYNOPSIS:

As part of my previous position with Cascade County, I was the grant/contract manager for the Cascade County Courthouse Roof Restoration Project. As part of those responsibilities, I am preparing to archive the master file and noted that the Substantial Completion Agreement has not been signed by the County Commission. This agreement is a typical document that is created and agreed to at the time the work is completed indicating that the project has been physically completed to the agreement of everyone and the warranty period will begin. This agreement was reached by all parties, including the County as represented by the Public Works Director, on May 18, 2018. However, the document needs to be signed by the Commissioners and that step was not taken.

The roof project was walked off on May 18, 2018 by the Architect, Engineer, Public Works Director, Montana Department of Transportation Engineers (CTEP requirement), and members of Renaissance Roofing. The punch list was agreed to have been completed satisfactorily and the warranty period began to run. The warranty period will run through January 2019 per contract and includes a retainage of the final fees owed to the contractor. The triggers for the payments are 75% on or about September 18, 2018 and 25% on or about January 18, 2019 provided there are no warranty issues related to the roof. (*Ref: Contract 16-77, R0323122*)

RECOMMENDATION:

Staff recommends that the Commission approve Contract 18-161, Certificate of Substantial Completion for the Cascade County Courthouse Roof.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commissioners approve Contract 18-161, Certificate of Substantial Completion for the Cascade County Courthouse Roof.

MOTION TO DENY: Madam Chair, I move that the Commissioners deny Contract 18-161, Certificate of Substantial Completion for the Cascade County Courthouse Roof.



AIA Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: (name and address)
CASCADE COUNTY COURTHOUSE
COPPER ROOF REPLACEMENT &
EXTERIOR REPAIR
Great Falls, MT 59401

CONTRACT INFORMATION:
Contract For: General Construction
14036.00 / STPE NO. 5299(109)

CERTIFICATE INFORMATION:
Certificate Number: 001

Date: May 25, 2016

Date: May 16, 2018

OWNER: (name and address)
Board of County Commissioners
Cascade County Courthouse Annex
325 2nd Ave North, Room 111
Great Falls, MT 59401

ARCHITECT: (name and address)
Wiss, Janney, Elstner Associated, Inc
10 South LaSalle Street Suite 2600
Chicago, IL 60603

CONTRACTOR: (name and address)
Renaissance Roofing, Inc.
P.O. Box 5024
Rockford, IL 61125

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Courthouse copper roof replacement and exterior repairs to the extent indicated on A&E Architects construction documents dated 03.01.2016.

Wiss, Janney, Elstner
Associated, Inc

ARCHITECT (Firm Name)

SIGNATURE

Larry Meyers SE, PE,
ALA, Principal

PRINTED NAME AND TITLE

May 15, 2018

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

N/A

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

N/A

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Renaissance Roofing, Inc.

CONTRACTOR (Firm Name)

SIGNATURE

Jeff Kassel, Op. Manager

PRINTED NAME AND TITLE

DATE

5/18/18

Board of County
Commissioners

OWNER (Firm Name)

See Attached

SIGNATURE

See Attached

PRINTED NAME AND TITLE

See Attached

DATE

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User Notes:

(3B9ADA2E)

CASCADE COUNTY COURTHOUSE COPPER ROOF REPLACEMENT & EXTERIOR REPAIR

Original Contracts: RO323122, RO326794
Project Number: 14036.00 STPE 5299(109)

AIA Document G704 – 2017
Certificate of Substantial Completion
Signatures

CASCADE COUNTY BOARD OF COUNTY COMMISSIONERS:

Joe Briggs, Chairman Date

Jane Weber, Commissioner Date

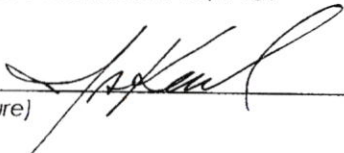
James Larson, Commissioner Date

APPROVED AS TO FORM AND CONTENT:

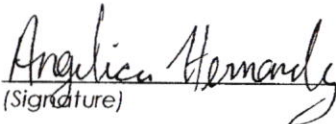
Chief Civil Deputy County Attorney Date

CONTRACTOR:

RENAISSANCE ROOFING, INC.

(Signature)  5/18/18
Date

ATTEST:

(Signature)  5/18/18
Date

September 11, 2018

Contract 18-159

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Cummins Sales and Service
Planned Maintenance Agreement

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract 18-159

BACKGROUND:

The purpose of this renewal agreement is to continue to receive services provided by Cummins Sales and Service. The maintenance agreement is for the inspection and preventative maintenance of the Generator (and/or Fire Pump Engine) and Transfer Switch. Cummins agrees to perform the tasks specifically listed on the General Scope of Services form.

TERM: September 1, 2018 - August 31, 2019

AMOUNT: \$983.40

RECOMMENDATION: Approval of Contract 18-159

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **approve** Contract 18-159, Cummins Sales and Service Planned Maintenance Agreement.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **disapprove** Contract 18-159, Cummins Sales and Service Planned Maintenance Agreement.



Sales and Service



August 9, 2018

Cascade County Health Dep
115 4th Street South
Great Falls, MT 59401

Re: Planned Maintenance Quote

Attention : Katie Brewer

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance:

- * Improves system reliability.
- * Maintenance performed by certified technicians specifically trained in power generation.
- * PM customers receive preferred service for unscheduled emergency repairs.
- * Creation of a service record for customer equipment.
- * Additional maintenance recommendations documented at that time.
- * Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- * Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. If there are changes to the proposed scope, additions or deletions of equipment or any other matter that needs to be addressed relative to this agreement please contact the undersigned sales representative so that these matters can be handled in an accurate and timely manner. Please also include with your response any agreement, contract, business or administrative materials that need to be processed for you by Cummins Sales and Service.

Sincerely,

Steven Gable



Sales and Service

CONTRACT
18-159

BILLINGS BRANCH
5151 MIDLAND ROAD
BILLINGS, MT 59101
Phone: 406-245-4194

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CASCADE COUNTY HEALTH DEP 115 4TH STREET SOUTH Great Falls, MT 59401	Contact: Katie Brewer Phone: 406 791-9291 Fax: 406 454-6959 Cust Id: 6429158	Quote Date: 09-AUG-18 Quote Expires: 09-AUG-19 Quote Num: 45214 Quoted By: Steven Gable Quote Term: 1 Year(s)

Site Information

1 CASCADE COUNTY HEALTH DEP 115 4TH STREET SOUTH GREAT FALLS MT 59401

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	UNIT #1	ONAN	GEN SET	200DSGAE	F120351313	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	UNIT #1	FULL SERVICE	1	983.40	983.40

QUOTE DOES NOT INCLUDE TAX IF ANY OR APPLICABLE

QUOTED PRICING IS BASED ON WEEKDAYS DURING NORMAL BUSINESS HOURS.

AGREEMENT TERM 09/01/18 - 08/31/19

Standard Agreement Amount \$983.40

Proposal Total \$983.40

Purchase order #: _____

Please provide name and e-mail address for each site contact.

Site: _____ Name: _____

Email: _____

Site: _____ Name: _____

Email: _____

Optional services available:

* Coolant sample analysis

* Fuel sample analysis

* Oil sample analysis

* Generator rental

**All other work will be performed on a time and material basis.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: Steve Gable

Date: August 31, 2018



**Power
Generation**

Contact List
Power Generation Team
Cummins Billings

5151 Midland Rd
Billings MT
406-245-4194

Service Scheduling

Talis Milam
Power Gen Coordinator
Direct: 406-238-7691
talis.milam@cummins.com

William McRea
Service Supervisor
Direct: 406-238-7664
william.mcrea@cummins.com

Sales

Steven Gable
PG Sales Manager
Cell: 406-591-6447
steven.gable@cummins.com

Contract Administration

Ann Marie Mares
PM Contract Administration
Direct: 303-927-2056
ann.marie.mares@cummins.com

Karla Neal
PM Contract Administration
Direct: 303-286-4641
karla.neal@cummins.com

Marilyn Earl
PM Contract Administration
Direct: 303-927-2069
marilyn.earl@cummins.com

Robin Johnson (PRIMARY)
Lead, PM Contract Administration
Direct: 303-927-2286
robin.g.johnson@cummins.com



Sales and Service

Cummins, Inc.
8211 East 96th Avenue
Henderson, CO 80640
303.287.0201 office 303.288.7080 fax

From: Cummins Inc.; Rocky Mountain Region Financial Compliance and Contracts Managers

To: All Cummins Inc Customers, Agents, Managers and Representatives

Subject: Compliance with Code of Federal Regulations, Public Law 107-204, Sarbanes-Oxley Act ("SOX")

Dear Valued Customer,

Cummins Inc (ticker symbol CMI on NYSE, form 10-K Annual Report available online at www.cummins.com) is subject to the business transaction recording, documentation, document retention and audit standards established by SOX that meet or exceed *Accounting Principles Generally Accepted in the United States (US GAAP)*.

The "SOX" compliance standard applies to the majority of our customer base thus it is in everyone's interest to conduct all business transactions in a manner that would pass a SOX audit conducted at any one of our organizations. The responsibility for compliance cannot be delegated to an internal auditor, external auditor, or consultant but is necessary to support the management assertion of both party's organizations and an auditor's attestation that transactions and financial reporting is true and accurate.

To meet the strict intent and spirit of Sox Cummins Inc. will require that for all business transactions, including but not limited to formal contracts, work orders, purchase orders, etc..., that written and/or signed confirmation (on documents requiring a signature for acceptance by either party) be provided including completion of documentation executed after the completion of emergency callout service. An example of this process is that before a service contract can be implemented both parties have auditable, counter-signed contract counterparts.

Cummins Inc. values and appreciates your business and trusts that you will understand the need to reiterate that all business be conducted in a manner that meets and exceeds all legal and accounting standards.

Should you have any questions regarding SOX compliance please contact either of the below noted signatories.

Andy Schilling
Vice President, Finance
812-377-8632 or andy.m.schilling@cummins.com

Cummins Inc.
390 Interlocken Crescent, Suite 200
Broomfield, CO 80021
303 287 0201
salesandservice.cummins.com

Service Locations: Phoenix, AZ, Mesa, AZ, Denver, CO, Grand Junction, CO,
Boise, ID, Billings, MT, Missoula, MT, Albuquerque, NM, Farmington, NM, Elko, NV,
Boise, ID, North Las Vegas, NV, Reno, NV, Minot, ND, Salt Lake City, UT,
Gillette, WY, Rock Springs, WY



Power Generation Systems Generator & Transfer Switch Planned Maintenance

INSPECTION

(Monthly, Quarterly, or One-Time Per Year)

Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness & security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Load test batteries

Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls & pumps, test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, filters & fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in fuel test base tank and/or day tanks
- Optional: fuel sample for laboratory analysis

Engine Cooling System

- Inspect all hoses & clamps for leaks, coolant level & condition
- Inspect radiator cap & filler neck condition
- Inspect drive belts, observe alignment & deflection
- Check coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, coils, tanks, shrouds & barriers for condition & obstructions
- Visually inspect low temperature after cooler
- Optional: coolant sampling for laboratory analysis

FULL SERVICE

(Includes All Inspection Items)

Operational & Functional Review of Generator Critical Components

- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy & other connecting hardware

Lubrication Oil & Filtration Service

- Change engine lubrication oil, governor oil, & oil bath air filter oil, if applicable
- Change primary lubrication & bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional: oil sample for laboratory analysis
- If applicable, change coolant filters to adjust DCA concentration

Other Services Available: Load bank testing, fuel polishing, custom upgrades & generator set rentals
All services can be customized to your application and requirements.

Engine Lubrication System

- Inspect lubrication system (visually check oil level and condition, check filter condition)
- Inspect crankcase ventilation system

Intake/Exhaust System

- Inspect air cleaner element & entire intake system
- Inspect exhaust system & rain cap
- Inspect louver operations

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders & devices
- Visually inspect all unit mounted control components & wiring
- Test all lights & indicators
- Visually inspect breaker, power connections, governor & voltage regulator

Generator Operations

- Start & observe generator engine operation
- Verify engine & generator safeties for proper operation
- System transfer test, or no-load run test

Automatic Transfer Switch

(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)

- Visually inspect all power & control wiring
- Visually inspect switch mechanism & enclosure
- Visually inspect controls & time delay settings
- Verify function of exercise clock
- Conduct transfer testing (owner's discretion) to verify switch setting & operations

PLANNED EQUIPMENT MAINTENANCE AGREEMENT TERMS AND CONDITIONS

This Agreement, when accepted by you and approved by a Cummins Inc. (the "Company") authorized representative, will constitute the entire exclusive agreement between us for the services. All prior oral or written understandings are superseded by this agreement. The parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. This Agreement may not be amended unless agreed to in writing by an authorized representative of the Company.

Scope of Services

The Company shall perform maintenance on the equipment listed on the front side of this Agreement. The scope of these maintenance services is more fully described in the "Scope of Services". No other work, materials or activities are included in this agreement unless agreed to in supplemental documentation.

Agreement Term

This Agreement shall remain in force for the term noted on the Planned Maintenance Agreement pricing sheet unless either party gives to the other party at least thirty (30) days written notice of termination, which notice shall cause the termination of this Agreement at the end of the thirty (30) day period.

Coverage and Limitations

For ninety (90) days after the date of service, Cummins Inc. agrees to correct, either by repair or replacement, any defects of material or workmanship installed or performed by Cummins Inc. under this Agreement which may develop under normal and proper use. To be effective, Owner must first give written notice within forty-eight (48) hours of Owner's discovery of such defect, and Owner's claim of defect must be substantiated by Cummins Inc. inspection. Repair or replacement by Cummins Inc. shall constitute Owner's sole remedy. Cummins Inc. shall not be responsible for incidental, special or consequential damages, nor shall it be liable for economic loss. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. The company is not responsible for any expenses for damaged, including material or labor, to repair damage caused by abuse, accident, theft, acts of third party, operation of equipment in a manner outside of the operations recommendation of the Company for such equipment, or force of nature, or if repairs or servicing are performed by a party other than the Company. The Company shall not be responsible for failure to render service or repairs for causes beyond its control, including strikes and labor disputes.

Payment Terms

Payment terms are net 30 days from date of invoice.

Jobsite Safety

Cummins Inc. shall take all precautions it deems reasonably necessary for jobsite safety of its employees or agents, and shall provide all reasonable protection necessary to prevent damage, injury or loss at the jobsite by its employees or agents. Upon Owner's request, Cummins Inc. will submit insurance certificates evidencing insurance coverage. While service work is being performed, Cummins Inc. reserves the right to request the continuous presence of a representative when Cummins Inc. Owner's deems this to be required. Cummins Inc. technicians will perform a Job Site Safety Analysis and may ask for assistance to remedy any unsafe conditions. Cummins Inc. reserves the right to discontinue service if unsafe conditions persist.

General

You represent that you own the equipment subject to this Agreement, or, if you are not the owner, that you have the authority to enter into this Agreement.

Any notice or other communication given hereunder shall be in writing and mailed to address shown on this Agreement. Any such notice shall be deemed given when deposited in the United States mail. Any notices to be provided to the Company shall be mailed to:

Cummins Inc.
Attn. PEM Administration Group
8211 East 96th Avenue
Henderson, CO 80640

This Agreement shall be deemed to have been entered into and shall be construed in accordance with the laws of the state of where the property is located.

Additional Services and Repairs

Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Inc. Any additional repairs, maintenance or service performed by Cummins Inc. for a Planned Equipment Maintenance Agreement holder will be at current Cummins Inc. rates in effect at that time.

Rev April 2017



Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM:	Resolution # 18-72: Final Resolution Amending County Zoning District Map
INITIATED	Charles Mesler
PRESENTED BY	Anna Weber, Planning Division
ACTION REQUESTED:	Final Resolution to rezone parcel #0002712400, Geocode 02-3139-33-4-01-08-0000, located in S33, T21N, R04E, P.M.M., Cascade County, Montana, from "I-1" Light Industrial to "I-2" Heavy Industrial

BACKGROUND: Charles Mesler has submitted a zone change request for his property located in Section 33, Township 21 North, Range 04 East, P.M.M., Cascade County, MT. The property has a physical address of 4525 18th Ave N, Parcel #0002712400, Geocode: 02-3139-33-4-01-08-0000. The applicant is requesting the property be rezoned from "I-1," Light Industrial, to "I-2," Heavy Industrial.

The Cascade County Planning Board recommended on June 19, 2018, that the Cascade County Commission adopt the Staff Report and approve the rezone. On July 31, 2018, a Resolution of Intention to Amend County District Zoning Map was brought before the Cascade County Commission which was adopted on a vote of 2-1.

Procedural History and Legal Notices:

- On April 27, 2018 the applicant submitted a Zoning Change Application.
- Legal notices for the Planning Board public hearing were sent to adjoining parcel owners via certified mail on June 6, 2018.
- Legal notice of the Cascade County Planning Board public hearing was published in the *Great Falls Tribune* on June 10, 2018 and June 17, 2018.
- The Planning Board held a public hearing during their meeting on June 19, 2018.
- Legal notice of the July 24, 2018 Cascade County Commission hearing was published in the *Great Falls Tribune* on June 3, 2018 & June 10, 2018 as well as July 8, 2018 & July 15, 2018.

- First publishing of legal notice begins the 45-day period requirement before the Commissioner's meeting as required by MCA 76-2-205. The 45-day period was met on July 18, 2018.
- On July 24, 2018, the Cascade County Commission postponed the discussion and decision of the Resolution of Intention to Rezone Parcel 0002712400 Geocode 02-3139-33-4-01-08-0000, located in Section 33, Township 21 N, Range 04 East, P.M.M., Cascade County, MT.
- On July 31, 2018, the Cascade County Commission approved the Resolution of Intention to Rezone Parcel 0002712400 Geocode 02-3139-33-4-01-08-0000, located in Section 33, Township 21 N, Range 04 East, P.M.M., Cascade County, MT.
- Public Notice of Passage of Resolution of Intention to amend County Zoning District was published in the *Great Falls Tribune* on August 5, 2018 and August 12, 2018.
- A 30-day protest period began at first publishing of this notice; this comment period ended on September 4, 2018.
- Under MCA section 76-2-205, the County Commissioners are authorized to adopt the final resolution approving the rezoning application since there were no written objections received.

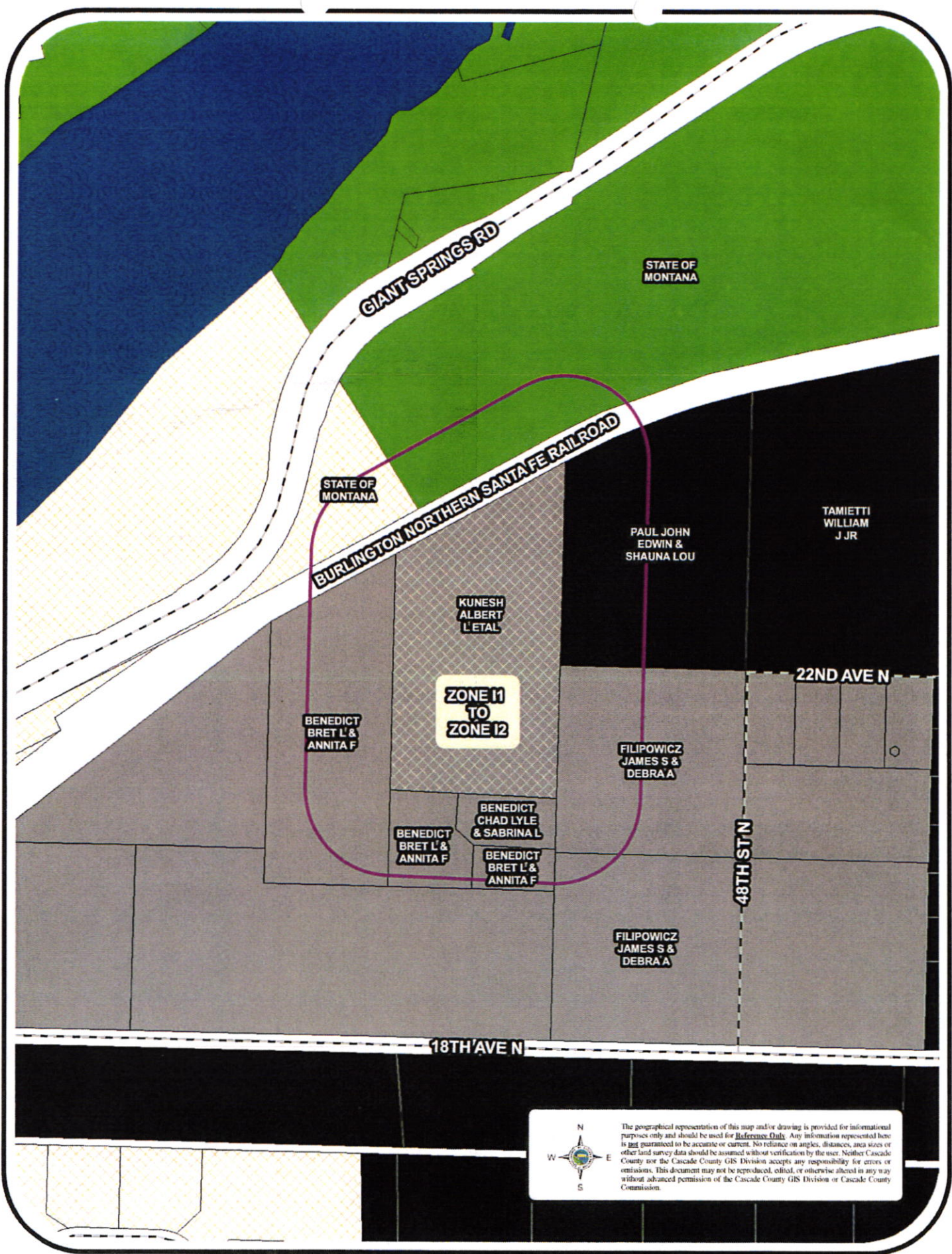
A 30-day protest period as required by MCA 76-2-205 (5)(d) was implemented beginning after the first publication of legal notice published on August 5, 2018. No written protests were received from persons owning real property within the district. Therefore, the Board of County Commissioners may in its discretion adopt the resolution creating the zoning district within 30 days after the expiration of the protest period pursuant to MCA 76-2-205 (6).

RECOMMENDATION: Adopt Resolution #18-72, a final resolution to rezone parcel #0002712400 Geocode 02-3139-33-4-01-08-0000, from "I-1" Light Industrial to "I-2" Heavy Industrial, as no written protests have been received, and the thirty (30) day protest period has passed.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commissioners **APPROVE** the adoption of Resolution #18-72, the Final Resolution to rezone parcel #0002712775 Geocode 02-3139-33-4-01-08-0000, from "I-1" Light Industrial to "I-2" Heavy Industrial District, located in Section 33, Township 21N, Range 04E, P.M.M., Cascade County, MT.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commissioners **REJECT** the adoption of Resolution #18-72, the Final Resolution to rezone parcel #0002712775 Geocode 02-3139-33-4-01-08-0000, from "I-1" Light Industrial to "I-2" Heavy Industrial District, located in Section 33, Township 21N, Range 04E, P.M.M., Cascade County, MT.



GIANT SPRINGS RD

STATE OF MONTANA

BURLINGTON NORTHERN SANTA FE RAILROAD

STATE OF MONTANA

TAMINETTI
WILLIAM
J JR

PAUL JOHN
EDWIN &
SHAUNA LOU

KUNESH
ALBERT
L ETAL

ZONE 11
TO
ZONE 12

BENEDICT
BRET L' &
ANNITA F

FILIPOWICZ
JAMES S &
DEBRA A

22ND AVE N

BENEDICT
BRET L' &
ANNITA F

BENEDICT
CHAD LYLE
& SABRINA L

BENEDICT
BRET L' &
ANNITA F

48TH ST N

FILIPOWICZ
JAMES S &
DEBRA A

18TH AVE N



The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for Reference Only. Any information represented here is not guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RE: RESOLUTION AMENDING COUNTY ZONING DISTRICT MAP

Resolution 18-72

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution 05-018 on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, since the passage of above-mentioned Resolution, a petition for change of zoning district classification from "I1" Light Industrial District to "I2" Heavy Industrial District classification for Parcel 0002712400 located in Section 33, Township 21 N, Range 4 East, P.M.M., Cascade County, Montana.

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of public hearing regarding the requested County zoning change was published in the *Great Falls Tribune* on June 3rd & 10th, 2018 and July 8th & 15th, 2018; and

WHEREAS, the Cascade County Planning Board on June 19, 2018, held a public hearing to allow any interested party to speak for or against the requested change; and

WHEREAS the Cascade County Planning Board during the public hearing held June 19, 2018 discussed the above-mentioned rezoning application and passed a motion recommending the County Commissioners approve said rezoning application; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned rezoning application; and

WHEREAS, on July 24, 2018, the Board of County Commissioners postponed the discussion and decision of "Resolution of Intention to Amend County Zoning District Map"; and,

WHEREAS, on July 31, 2018, the Board of County Commissioners passed a "Resolution of Intention to Amend County Zoning District Map"; and,

WHEREAS, on August 5, 2018 and August 12, 2018, the Board of County Commissioners did cause to be published in the *Great Falls Tribune* a "Public Notice of Passage of Resolution of Intention to Amend County Zoning District Map," and

WHEREAS, the public notice established and provided for a thirty (30) day protest period for receipt of written protest by the Board of County Commissioners; and,

WHEREAS, there has not been sufficient protest to prevent changing of the zoning classification upon the tract of land hereinabove described,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this Resolution to provide for the change of zoning district classification from "I-1" Light Industrial to "I-2" Heavy Industrial District for Parcel #0002712400, located in Section 33, T. 21N., R. 04E., P.M.M., Cascade County, Montana, as shown on Exhibit A attached hereto and by this reference incorporated herein.

This resolution shall take and be in full force and effect as of the date set forth herein below.

Passed and adopted this 11th day of September, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest:

Rina Fontana Moore
Cascade County Clerk and Recorder